

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

VINSON & ELKINS LLP

Steven M. Abramowitz (No. 043641990)
David S. Meyer (admitted *pro hac vice*)
Lauren R. Kanzer (admitted *pro hac vice*)
The Grace Building
1114 Avenue of the Americas, 32nd Floor
New York, New York 10036-7708
Tel: (212) 237-0000
Fax: (212) 237-0100
Email: sabramowitz@velaw.com
dmeyer@velaw.com
lkanzer@velaw.com

-and-

William L. Wallander (*pro hac vice* forthcoming)
Matthew D. Struble (*pro hac vice* forthcoming)
2001 Ross Avenue, Suite 3900
Dallas, Texas 75201
Tel: (214) 220-7700
Fax: (214) 220-7716
Email: bwallander@velaw.com
mstruble@velaw.com

Counsel for Ad Hoc Group of Customers of Powin, LLC

In re:

Powin, LLC, *et al.*,¹

Debtors.

Case No. 25 – 16137 (MBK)

Chapter 11

(Jointly Administered)

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin, LLC [0504], (ii) PEOS Holdings, LLC [5476], (iii) Powin Project LLC [1583], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

**DECLARATION OF TYLER HANSEN IN
SUPPORT OF EMERGENCY MOTION OF
AD HOC CUSTOMER GROUP FOR ENTRY OF AN
ORDER (I) GRANTING ADEQUATE PROTECTION UNDER SECTION
363(e) OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF²**

I, Tyler Hansen, declare and state as follows:

1. I am the Stations Engineering and Reliability Senior Manager of Idaho Power Company (“**Idaho Power**”). In that role, I am familiar with, oversee, and have the responsibility for the BESS (described below) and am familiar with the Licenses and Licensed IP (described below) which the Debtor Powin, LLC (“**Powin**”) provided to Idaho Power under the Contracts (described below). I am familiar with the Licensed IP and its use in connection with the BESS. This declaration (this “**Declaration**”) is based upon my personal knowledge and review of the relevant documents and my ongoing responsibility and involvement with operation of these assets since installation. I could and would testify competently to these statements under oath if called on to do so.

2. Idaho Power owns and operates large, industrial-scale and utility-scale lithium ion battery energy storage systems (“**BESS**”) that were designed and provided by the Debtors, as described below, and for which the Debtors are responsible for ongoing maintenance and other services. BESS serve multiple functions to ensure reliability within the electric grid, including storing energy when generation resources are abundant and discharging it when resources are insufficient to meet grid demands, supporting voltage regulation, and stabilizing the grid during unexpected operational events. These systems are essential for integrating variable energy resources—like wind and solar—into grid-balancing operations, ultimately enhancing the reliability of energy services for Idaho Power’s customers.

² Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Motion.

3. Prior to the Petition Date, Idaho Power entered into energy supply agreements with Debtor Powin, LLC (“**Powin**”) (each, an “**ESA**”), true and correct copies of which are attached as Exhibits A, B, C, D, E, F, and G hereto. As set forth in the ESAs, Powin agreed to provide and install BESS. Additionally, Idaho Power entered into a long term services agreement with Powin (an “**LTSA**,” a true and correct copy of which is attached as Exhibit H hereto, and, together with the ESAs, the “**Contracts**”), pursuant to which Powin, as set forth in the LTSA, is required to, among other things, provide certain ongoing services to Idaho Power to support the BESS.

4. Under section 30 of the ESAs attached as Exhibits A through F, section 28 of the ESA attached as Exhibit G, and section 17.2 of the LTSA, the Debtors granted broad, perpetual licenses of intellectual property (the “**Licenses**,” and such intellectual property, the “**Licensed IP**”) to Idaho Power. In addition to the Licenses, the Contracts require the Debtors to provide, on an ongoing basis, certain services and information related to the Licensed IP and the BESS.

5. The Licensed IP and the other support services furnished by Powin to Idaho Power under the Contracts are critical for the BESS to remain operational in a safe and reliable manner. To keep the BESS online and operating safely and reliably, Idaho Power must have complete and uninterrupted access to the Licensed IP, which includes certain software, such as Powin Stack OS (including the Kobold and CCUI platforms and associated applications), along with data, source code, administrative-level access credentials, historical customer data, and support services necessary to maintain functionality of AWS and control system access.

6. Any delay or interruption in Idaho Power’s ability to retain access to the Licensed IP would severely hinder Idaho Power’s ability to safely and reliably operate the BESS. This could result in irreversible damage to the BESS, potential safety concerns, and loss of the ability to

operate, which would also cause significant harm to Idaho Power in the form of lack of reliability, lost business and revenue, reputational harm, and potential harm to individuals and property.

7. The Debtors have stopped performing certain of their obligations under the Contracts during these Chapter 11 Cases, providing only the most basic level of services (i.e., keeping StackOS and Kobold online via the AWS cloud).

8. As a result of the Debtors' lack of performance of certain services described in the Contracts, Idaho Power has been forced to engage third-party providers directly to perform necessary maintenance or, in some cases, to attempt to perform such maintenance itself. However, without access to the Licensed IP, including necessary user names, passwords, and source code, Idaho Power, whether directly or through third-party vendors, cannot access and utilize key software, such as Powin Stack OS and Kobold, or perform other necessary services related to the Licensed IP. Idaho Power relies on the Debtors to provide the Licensed IP, along with expertise and certain key support services to maintain functionality of AWS and control system access needed to operate the BESS.

Pursuant to § 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: July 11, 2025

/s/ Tyler Hansen
Tyler Hansen
Stations Engineering and Reliability Senior Manager
Idaho Power Company